

September 4, 2003

Casas Benjamin & White LLC
5215 Old Orchard Road
Suite 850
Skokie, IL 60077

Ladies and Gentlemen:

This letter will confirm that in connection with the engagement (the "Engagement") of Casas Benjamin & White, LLC ("CBW") by The Pointe Group Healthcare & Senior Living ("PGHS") as reflected in the engagement letter dated the date hereof (all capitalized terms used but not otherwise defined herein having meanings described in such engagement letter) PGHS agrees to indemnify and hold harmless CBW and its affiliates and their respective members, officers, directors, employees and agents and each other person, if any, controlling CBW or any of its affiliates (each referred to herein as an "Indemnified Person") from and against any losses, claims, damages or liabilities related to, arising out of or in connection with the Engagement, and will reimburse each Indemnified Person for all reasonable expenses (including fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing or defending any action, claim, suit, investigation, or proceeding related to, arising out of or in connection with the Engagement, whether or not pending or threatened and whether or not any Indemnified Person is a party. Notwithstanding the foregoing, in no event shall the PGHS be responsible for any losses, claims, damages or liabilities (or expenses related thereto) (collectively "Losses") that arise out of or in connection with the Engagement, and which are finally judicially determined to have resulted from the bad faith, willful misconduct or gross negligence of any Indemnified Person.

PGHS agrees that without the consent of CBW, it will not consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claims, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Person from any liabilities arising out of such action, claim, suit or proceeding.

If the indemnification provided for in the first paragraph hereof is judicially determined to be unavailable (other than in accordance with the terms hereof) to an Indemnified Person in respect of any losses, claims, damages or liabilities referred to herein then, in lieu of indemnifying such Indemnified Person hereunder, PGHS shall, to the extent that PGHS would have been otherwise obligated to provide indemnification pursuant to the first paragraph hereof, contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (i) in such proportion as is appropriate to reflect the relative benefits to CBW on the one hand and PGHS on the other hand of the Engagement or (ii) if the allocation provided in clause (i) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in (i) but also the relative fault of each party, as well as any other relevant equitable considerations; provided, however, in no event shall the aggregate contribution to be paid by CBW exceed the aggregate amount of fees actually received by it under the Engagement, unless such required contribution is the result of bad faith, willful misconduct or gross negligence on the part of CBW.

The provisions of this agreement shall apply to the Engagement and any written modification thereof signed by the parties and shall remain in full force and effect regardless of any termination or the completion of CBW's services under the Engagement.

This agreement is governed by and construed in accordance with the laws of the State of Illinois applicable to contracts entered into and wholly to be performed in Illinois, by Illinois residents.

Very truly yours,

THE POINTE GROUP
HEALTHCARE & SENIOR
LIVING

By: *Mark Fend*

Title: VP

Date: 9/12/2003